

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**JUAN LOZADA-LEONI,**

**Plaintiff,**

**VS.**

**MONEYGRAM INTERNATIONAL, INC.,  
and MONEYGRAM PAYMENT  
SYSTEMS, INC.,  
Defendants.**

§ § § § § § § § § § § § § § § §

**Civil Action No. 4:20-cv-68**

## KARDELL LAW GROUP'S COMPLAINT IN INTERVENTION

TO THE HONORABLE COURT:

Intervenor, Kardell Law Group, files this Complaint in Intervention as a party Plaintiff, as authorized by Federal Rule of Civil Procedure 24.

## PARTIES

1. Intervenor is a corporation.
2. Plaintiff is an individual who is a citizen of the State of Texas.
3. Defendants MoneyGram International, Inc., and MoneyGram Payment Systems, Inc. have appeared and answered herein.
4. The Kardell Law Group, on behalf of Plaintiff Juan Lozada-Leoni, sued Defendant MoneyGram International, Inc., and MoneyGram Payment Systems, Inc. for damages, to

which Defendant has answered.

### **INTERVENOR'S CLAIM**

5. The Kardell Law Group (the law firm) was hired by Juan Lozada-Leoni to represent him for retaliation under the Sarbanes Oxley Act on or about September 8, 2017. The Kardell Law Group agreed to represent Mr. Lozada-Leoni on a contingency fee basis, and consequently expended both money for case expenses as well as attorney and staff time in representing Mr. Lozada-Leoni. The contract provided that Mr. Lozada-Leoni assign a percentage of any recovery made on his claims in exchange for the law firm's agreement to represent him in pursuit of his claims. Further, Mr. Lozada-Leoni agreed to reimburse the firm for all expenses incurred by the law firm in prosecution of claims on his behalf. Acting under contract, the law firm prosecuted Mr. Lozada-Leoni's claims, including instituting this lawsuit on his behalf.

6. In spite of the firm's diligent and competent efforts, Mr. Lozada-Leoni unilaterally and without good cause terminated KLG from representing him in his legal action. After terminating the firm, Mr. Lozada-Leoni retained Susan Hutchinson and Rafe Foreman of the Hutchinson & Stoy law firm.

7. KLG (Kardell Law Group) seeks to intervene to protect its contractual interest in the proceeds from this lawsuit.

WHEREFORE, PREMISES CONSIDERED, the Kardell Law Group respectfully requests that its attorney contingent fee contract be enforced and that the agreed-upon fee be withheld from any funds paid to Plaintiff Lozada-Leoni, whether by agreement or judgment of the Court, and promptly remitted to the Kardell Law Group.

Respectfully submitted,

/s/ Steve Kardell

Steve Kardell

Texas State Bar No. 11098400

E-mail: [skardell@kardelllawgroup.com](mailto:skardell@kardelllawgroup.com)

KARDELL LAW GROUP

4514 Cole Avenue, Suite 600

Dallas, Texas 75205

Telephone: (214) 616-4654

Facsimile: (469) 729-9926

ATTORNEY FOR INTERVENOR

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been transmitted to all counsel of record on October 26, 2020.

/s/ Steve Kardell